orgin, little aid can be derived from the French law in the process of fixing its meaning, for great difference of opinion exists both among the French writers and the French courts as to its significance and application. Dalloz, *Nouveau Code Civil* (1901-5) art. 1148, sec. 1 *et seq.;* Biermann, *Die Höhere Gewalt im Französischen Recht* (1895) 10 *Archiv für Bürgerliches Recht,* 46. The same uncertainty exists in the continental law respecting the term *vis major.* Lorenzen, *Moratory Legislation* (1919) 28 YALE LAW JOURNAL, 380 (Appendix C. Vis Major). Doubtless, however, the eventual meaning of *force majeure* will include "Act of God." *The Boucau* [1909] P. 163; see (1922) 31 YALE LAW JOURNAL, 440. With reference to other causes the result is indeed problematical and will be reached slowly by a process of exclusion and inclusion, at present greatly influenced by the possibility of the defendant foreseeing the impediment to his future performance. Thus delay due to cessation of work on account of normal bad weather, a football game, or a funeral, or due to a deviation of a ship running short of coal, is not caused by *force majeure. Matsoukis v. Priestman & Co.* [1915] 1 K. B. 681; *Yrazu v. Astral Shipping Co.* (1904, K. B.) 9 Com. Cas. 100. Nor is a default resulting from a defect in tin used in canning by the defendant's vendor. *Libeaupin v. Crispin* [1920] 2 K. B. 714. But non-performance on the day designated arising from the indirect effect of a general coal strike and from the breaking down of machinery was excused under the doctrine. *Matsoukis v. Priestman & Co., supra.* Perhaps war is *force majeure.* See *Zinc Corporation v. Hirsch* [1916, C. A.] 1 K. B. 541, 554. In the instant case the court reluctantly refused to construe a threatening strike as *force majeure* excusing the non-performance of a statutory duty. If an actual strike had been called, an opposite conclusion would have been probable. *Murphy Hardware Co. v. So. Ry.* (1909) 150 N. C. 703, 64 S. E. 873. So elastic is the term that it would seem to have been better social engineering for the English court to have weighed the grave likelihood of detriment to the whole community with the respondent's inconvenience and to have allowed the appellants to have protected the many to the neglect of the one.

HOMESTEAD—JOINDER OF HUSBAND AND WIFE IN DEED OF MORTGAGE—ESTOPPEL OF HUSBAND TO DENY VALIDITY OF DEED.—The plaintiff, fraudulently representing himself to be unmarried, gave to the defendant a mortgage deed to his homestead which he knew to be invalid, fully aware that the defendant accepted it in good faith. This action was brought by the husband and wife to set aside the mortgage as void. The wife died after the commencement of the action, the ownership of the property remaining unchanged. *Held,* that the plaintiff was estopped to deny the validity of the mortgage. *Bozich v. First State Bank of Buhl* (1921, Minn.) 184 N. W. 1021.

A deed purporting to convey land to which the "grantor" has no title is invalid. If title subsequently vests in the grantor, he is estopped to deny its validity. Coke, *Littleton,** 47b; 2 Tiffany, *Real Property* (1920 ed.) sec. 545. Similarly, in cases involving homestead rights, the husband may have title to the land, but he has not the sole power of conveyance. When this power subsequently vests in him, he should be estopped to deny the validity of his former deed (as an exercise of such power). The general rule is that a deed or mortgage purporting to convey a homestead, executed by a married man, is inoperative unless his wife joins in the conveyance. *Robison v. Robison* (1919) 187 Iowa, 1209, 175 N. W. 9; *Ferrell v. Wood* (1921, Ark.) 232 S. W. 577. Although the homestead rights, which are given by statute only, may be lost by abandonment, it has been held that a mortgage deed executed by one spouse only and therefore invalid will not be validated by a subsequent abandonment. *Shannon v. Potter* (1921, Okla.) 200 Pac. 860. If either spouse joins the other in signing a deed under duress or

while mentally unbalanced, it is invalid even when the grantee purchases without knowledge of these facts. *Hayden v. Latch* (1921, Iowa) 182 N. W. 868. So also the husband is not estopped when his lessee knew that the wife was insane. *Peterson v. Skidmore* (1921, Kan.) 195 Pac. 600. However, if a new homestead is acquired, the husband is estopped to deny the validity of a deed executed by him alone on the former homestead. *Fisher v. Gulf Protection Co.* (1921, Tex. Civ. App.) 231 S. W. 450. Upon examination it will be found that the cases which seem to hold that the deed, being invalid, cannot operate as an estoppel against either the husband or the wife, are in fact based upon the ground that there was no proof of fraud exercised upon the grantee, rather than upon the alleged rule that "neither husband nor wife can be estopped from asserting the homestead right as against a grant or mortgage not executed in the mode prescribed by law." 13 R. C. L. 663; 15 Cyc. 686; see *Clark v. Bird* (1909) 158 Ala. 278, 48 So. 359; *Gillam v. Wright* (1910) 246 Ill. 398, 92 N. E. 906; *Ekblaw v. Nelson* (1914) 124 Minn. 335, 144 N. W. 1094. (In regard to an action for breach of contract to convey a homestead, see 4 A. L. R. 1272, note.) It can hardly be questioned that an estoppel could not have been set up against the joint interest of the husband if the wife had remained alive. In view of his fraudulent manifestations, however, the court seems to have reached a very just result.

INSURANCE—EXPRESS WARRANTY AS TO HEALTH—GOOD FAITH OF APPLICANT.—In an action upon a life insurance policy wherein the insured expressly warranted the truth of the statements set out in the application, questions as to whether the insured had consulted a doctor within five years or had ever had pleurisy were incorrectly answered in the negative. *Held,* that as the facts did not show that the insured knew or should have known the nature of his affliction when examined, the warranty was not broken and the beneficiary could recover. Cothran, J., *dissenting*. *Sligh v. Soverign Camp* (1921, S. C.) 109 S. E. 279.

By the great weight of authority, the incorrectness in fact of warranties as to bodily health will entirely avoid the policy, the good faith of the applicant being immaterial. *National Annuity Association v. McCall* (1912) 103 Ark. 201, 146 S. W. 125; *Layton v. New York Life Ins. Co.* (1921, Calif. App.) 202 Pac. 958; 15 L. R. A. (N. S.) 1277, note. The decision in the instant case, however, may be noted as an extreme example of a tendency of some courts to avoid so strict an interpretation of "express warranty clauses" and to adopt the view that the applicant warrants only the honesty and good faith of his opinion as to his bodily condition. This is more just to the policy-holder who can otherwise never be sure of the validity of his contract. *Moulor v. American Life Ins. Co.* (1884) 111 U. S. 335, 4 Sup. Ct. 466; see *Rasicot v. Royal Neighbors of America* (1910) 18 Idaho, 85, 98, 108 Pac. 1048, 1052. In many states it has been necessary to resort to legislation to avoid the orthodox construction of warranty clauses. Such statutes practically abolish the effect of warranties as to health. See 2 Cooley, *Briefs on Insurance* (1905) pars. 1189-1195. They are constitutional. *Hancock Mutual Life Ins. Co. v. Warren* (1901) 181 U. S. 73, 21 Sup. Ct. 535. One statute has gone so far as to provide that the issuance of a certificate of health by the appointed medical examiner estops the insurer from asserting that the applicant was not in the state of health required by the policy. Iowa Ann. Code, 1897, sec. 1812. It is difficult to perceive how the instant court could have construed a warranty that the insured had not consulted a doctor within five years to have been made in good faith, when the evidence showed a hospital operation within such time. See 18 L. R. A. (N. S.) 362, note. Moreover, both of these contested warranties were obviously material to the contract. A construction reducing the effect of an immaterial warranty to that of a representation should be met with approval, but where the warranty is both material and false, there can be no